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**AGREEMENT**  
**by and between the**  
**THE CITY OF DUNKIRK**  
**and**  
**THE CITY OF DUNKIRK**  
**POLICE BENEVOLENT**  
**ASSOCIATION**

**RECEIVED**

APR 17 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

January 1, 2008  
through  
December 31, 2011



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	<b>RESOLUTION #26-2008 RATIFYING AGREEMENT</b>	

# **AGREEMENT**

**by and between the**

**CITY OF DUNKIRK, NEW YORK**

**and**

**THE CITY OF DUNKIRK POLICE BENEVOLENT ASSOCIATION**

**January 1, 2008  
through  
December 31, 2011**

**THIS AGREEMENT**, made this 19th day of February, 2008 by and between the City of Dunkirk, by its Mayor, in that behalf duly authorized by resolution of the Common Council of the City of Dunkirk, hereinafter referred to as "CITY" and the City of Dunkirk Police Benevolent Association, by its president, in that behalf duly authorized by the membership of the City of Dunkirk Police Benevolent Association, hereinafter referred to as "ASSOCIATION";

**WHEREAS**, it is the policy of the parties to the Agreement to continue cooperative and harmonious relationships to insure the orderly and uninterrupted operations of police protection; and

**WHEREAS**, it is the intent and purpose as specified herein to set forth the basic Agreement covering wages and terms and conditions of employment to be observed between the parties hereto throughout the term of this Agreement;

**NOW, THEREFORE**, it is mutually agreed as follows herein:

## **ARTICLE 1 - RECOGNITION**

### **Section 1.01**

The CITY recognizes the ASSOCIATION as the exclusive representative of all full-time members of the Dunkirk Police Department, except the Chief of Police and any Assistant Chiefs of Police, for the purpose of collective bargaining with respect to wages, salaries, hours and other terms and conditions of employment, such recognition to extend to the maximum period allowed by law.

### **Section 1.02**

The CITY recognizes the following practices:

Advanced Vacation Pay--An officer may elect to have his/her weekly pay for an upcoming scheduled vacation in advance upon proper notification.

Compensatory Time May be Used Before Sick Time--During an officer's extended illness, he/she may elect to use his/her accumulated compensation time instead of his/her accumulated sick time if no overtime is required for that scheduled time.

Days Off Before Vacation--An officer shall have day off preference during the week scheduling prior to his/her vacation (i.e. Friday and Saturday--vacation--Sunday and Monday).

Platoon Scheduling--The Chief of Police or his/her designee will be required to post shift platoons schedule one month in advance.

Personal Holiday Scheduling--If the schedule permits, an officer shall be permitted to have an option to utilize a personal holiday at the beginning and at the ending of the vacation. This practice shall only be permitted if there is sufficient manpower and the schedule permits such requests.

Seniority is defined as the length of service of an employee with the City of Dunkirk Police Department.

Seniority List--A seniority list shall be made. An officer's position on the department seniority list will be based upon the date of his/her hiring by the City of Dunkirk Police Department as certified by the Personnel Department.

## **ARTICLE 2 - DUES CHECKOFF AND AUTHORIZATION**

### **Section 2.01**

Upon written authorization from a police officer, on a form provided by the ASSOCIATION, the CITY will deduct from the salary of such police officer such amounts for membership dues as the police officer may specify and transmit such sums to the ASSOCIATION within five (5) days after the deduction has been made.



## **ARTICLE 3 - WAGES<sup>1</sup>**

### **Section 3.01 - Salary Levels for New Police Officers**

It is the intent of the parties to this Agreement to continue to require all newly hired police officers to complete five (5) full years of service as police officers prior to receiving the maximum pay rate for the position under any contract in effect at any given time. All officers hired during the term of this Agreement shall be in one of six (6) steps as specified below. As an officer proceeds through these steps, he/she shall receive the percentage of the maximum salary specified below for their step for the year in question.

<b>STEP</b>	<b>Percentage of Maximum Salary as per contract in force at that time</b>
Date of probationary appointment until permanent appointment	75%
From date of permanent appointment until completion of 12 months of service	80%
Upon completion of 24 months of service	85%
Upon completion of 36 months of service	90%
Upon completion of 48 months of service	95%
Upon completion of 60 months of service	100%

### **Section 3.02 - Salary Levels for Current Police Officers**

All police officers hired prior to the effective date of the Agreement shall be paid pursuant to and consistent with the wage schedule set forth in Appendix A.

There shall be a 3.0% wage increase effective January 1, 2008 to December 31, 2008.

There shall be a 3.0% wage increase effective January 1, 2009 to December 31, 2009.

There shall be a 3.0% wage increase effective January 1, 2010 to December 31, 2010.

There shall be a 3.0% wage increase effective January 1, 2011 to December 31, 2011.

All wages and benefits are retroactive to January 1, 2008.

### **Section 3.03 – Technician' s Pay**

All tech positions will receive:

01/01/2008	\$675.00
01/01/2009	\$675.00
01/01/2010	\$675.00
01/01/2011	\$675.00

Police officers who are certified as either identification officers, range officers, Narcotics Task Force Officers or SWAT team members shall receive an additional Six Hundred Seventy-Five Dollars (\$675.00) per year as a technician' s allowance. The qualifications and standards for certification as technicians shall be determined solely by the Chief. Throughout the term of this Agreement, four (4) officers shall be certified as identification officers, two (2) officers shall be certified as range officers, one (1) officer shall be certified as a D.A.R.E. officer, two (2) officers shall be certified as F.A. Detectives, one (1) officer shall be certified as a computer technician, one (1) officer shall be certified as a Juvenile officer, one (1) officer shall be certified as a K-9 officer and one (1) officer shall be certified as an Accident Investigation Officer. If, at any time, the performance of other special duties is deemed to warrant technician' s status and is approved as such by the Common council, then the performance of those duties shall entitle an officer to the technician' s allowance upon certification. The above amount shall be added to the officer' s base pay. An officer can only receive one technician' s allowance.

Officers on bicycle patrol shall not be counted as uniformed patrol officers for the purpose of determining staffing on any shift. The bicycle patrol shall be used for community policing efforts and for addressing incidents that occur in the presence of the officer, but shall not be used to respond to calls. If the bicycle patrol is being used for an event, a minimum of two (2) officers will be assigned to the patrol. If the bicycle patrol is being used as a routine matter, one (1) officer assigned to the patrol shall be sufficient. A policy shall be developed concerning when bicycle patrols shall be used in the City.

The K-9 Officer shall be permitted to have multiple dogs. Regardless of the number of dogs, he/she shall have one (1) eight-hour training day per week. This training day shall be scheduled to avoid causing overtime and as it fits into the schedule. The K-9 officer shall receive compensatory time as appropriate if the training day falls upon his/her normal day off. Additionally, the K-9 officer shall receive five (5) hours of compensatory time per week for maintenance and care of the dog(s), regardless of the number of dogs. If there is no training in a given week, the K-9 officer shall work his/her full schedule for that week.

Whenever possible, the K-9 officer shall use the same designated police car to transport and employ the dog(s).

No officer shall receive technician's pay until schools necessary for the position are completed. However, if there is a multiple part school and the officer is utilized after completing a portion of the school, the officer shall receive technician's pay. In the event that school is unavailable and the officer is utilized as a technician, the officer shall receive the pay and shall attend the school as soon as it is available at a reasonable cost as agreed

upon between the Mayor and the President of the Dunkirk Police Benevolent Association. The officer may refuse to attend the first available school if it interferes with a scheduled vacation or family emergency. If the officer refuses one school, the officer must attend the next school which is available at a reasonable cost as agreed upon between the Mayor and the President of the Police Benevolent Association.

#### **Section 3.04 - Out of Rank Pay**

Whenever there is no Lieutenant and no Sergeant on duty on a shift, the senior road officer shall be designated to be in charge of a platoon for that shift. Such designated officer shall be paid \$1.75 additional per hour of that shift.

Whenever the Chief of Police is on vacation and away from his duties as Chief of Police, the Acting Chief of Police shall be paid \$1.75 additional per hour of any shift in which he/she is Acting Chief of Police under these circumstances.

An Acting Desk Sergeant shall be paid \$0.30 additional per hour for any shift in which he/she is Acting Desk Sergeant.

#### **Section 3.05 - Longevity Increment**

The CITY agrees to pay longevity increments to officers with more than two (2) years' service as officers with the CITY at the following rates:

Effective January 1, 2008 - Additional \$750.00  
Effective January 1, 2009 - Additional \$800.00  
Effective January 1, 2010 - Additional \$850.00  
Effective January 1, 2011 - Additional \$850.00

The above amounts shall be added to the officer's base pay and shall remain in the base. The above amounts shall be paid on a pro rata basis for each pay period. An officer who first becomes entitled to a longevity increment during the term of this Agreement shall be entitled to be paid the appropriate amount listed above, with the full amount to be prorated over the balance of the calendar year during which the longevity increment is earned.

## **ARTICLE 4 - INSURANCE**

### **Section 4.01 – Health & Vision Insurance Coverage**

The CITY shall convert to the Blue Cross/Blue Shield PPO 813 Insurance Program and shall provide the health and vision insurance benefits, attached hereto and incorporated herein as Exhibit B covering all Dunkirk Police Benevolent Association members.

The CITY shall pay for all officers and their dependents, the full premiums for the following list of Blue Cross/Blue Shield PPO 813 Healthcare coverage or any other health insurances substituted therefore. CITY reserves the right to cancel premium payments for Blue Cross/Blue Shield PPO 813 Healthcare solely to avoid duplication of coverage which results in no benefit to police officers or their dependents. Such cancellation shall not result in a deprivation of normal insurance protection and payments of premiums shall resume when duplication or coverage ceases. All police officers shall be required to disclose information relative to non-City health insurance protection when requested. In addition to this basic health insurance, the City, at its own cost and expense, shall provide Blue Cross/Blue Shield PPO 813 Healthcare Riders as listed below or their equivalent. The City will also provide Blue Cross/Blue Shield PPO 813 Healthcare Optical Coverage.

Any changes in this Section, including but not limited to changes in carrier or coverage, will be made only upon formal communication, negotiations and agreement by the Union.

### **MEDICAL INSURANCE SUMMARY**

	<b><u>IN NETWORK</u></b>	<b><u>OUT OF NETWORK</u></b>
Co-Insurance	100%	20%
Deductible	\$ 0	\$ 500/single \$1,000/family
Out of Pocket Max	\$ 0	\$2,500/single \$5,000/family
Office Visits	\$ 15	20% after deductible
Emergency Room	\$ 50	\$ 50
Inpatient Co-pay	No Co-pay	20% after deductible
Prescription Drugs	\$7 / \$15 / \$35	
Eye Exam	\$15 Co-pay Every 2 years	Not covered
Eyewear	See Plan	
Dependent/Student Age	19 / 25	

All members shall be provided with Blue Cross/Blue Shield PPO 813 Healthcare with 100% premiums paid by the City.

All members hired after February 19, 2008, will pay the following percentage of premium costs paid by the City of Dunkirk:

- |    |                           |   |      |
|----|---------------------------|---|------|
| a. | First year of employment  | - | 5 %  |
| b. | Second year of employment | - | 7.5% |
| c. | Third year of employment  | - | 10 % |
| d. | Fourth year of employment | - | 12 % |
| e. | Fifth year of employment  | - | 15 % |

After the fifth year of employment, the Police Officers covered by this provision shall be entitled to the same benefits as the other Police Officers.

If an employee is covered by health insurance from a source other than the City (as established by proof of such coverage) and the employee drops his/her coverage by the City, then the City will pay the employee one-half (1/2) the cost of Blue Cross/Blue Shield PPO 813 Healthcare coverage, payable in monthly increments. Employees are permitted to reinstate their insurance coverage at any time, subject to insurance carriers' acceptance.

The CITY shall provide a \$7 / \$15 / \$35 co-pay prescription drug plan, with no contraceptives, for all officers and their covered family members enrolled in the City of Dunkirk sponsored PPO health plans for the duration of the Agreement. A thirty (30) day supply of each co-pay prescription shall be provided.

#### **Section 4.02 - Flexible Spending**

Commencing on January 1, 1996, the City shall establish a flexible benefit plan under IRS Section 125. The City shall make available to the members the sum:

2005 - \$	800.00
2006 - \$	900.00
2007 - \$	1,000.00

The member shall designate in writing from November 1 to November 30, for the applicable year commencing January 1, how the sum shall be divided between the Section 125 plan and the Employees Deferred Compensation Account for the year.

Once such designation is made, it may not be altered during the year until the next designation date, except for changes in family status that occur during the year. Any amount designated to the Section 125 plan that is not exhausted shall be forfeited.

#### **Section 4.03 - Group Life Insurance**

The CITY shall provide group life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) for each police officer. Police officers shall have the right to designate beneficiaries.

#### **Section 4.04 - New York State Disability Insurance**

The CITY shall provide at no cost or expense to those covered by this Agreement, full New York State Disability Insurance.

#### **Section 4.05 - Dental Coverage**

The CITY shall provide for all officers and their dependents dental coverage as detailed in the "City of Dunkirk Dental Plan." The CITY shall provide orthodontic coverage in the amount of \$1,500 lifetime, per person.

## **ARTICLE 5 - FALSE ARREST INSURANCE**

### **Section 5.01**

The CITY shall provide and pay the full premiums for false arrest and false imprisonment insurance, which shall cover all police officers in the amount of One Million Dollars (\$1,000,000.00).

### **Section 5.02 - Civil Lawsuit Defense and Indemnification**

In the event that a police officer is named as a defendant in a civil lawsuit and the suit arises out of the officer's performance of his/her duties and is based upon actions taken by the officer which were within the scope of his/her employment and authority, whether on or off duty, the City of Dunkirk shall indemnify the police officer and hold him/her harmless from all costs of defense and any resulting judgment emanating from a court of competent jurisdiction and awarding damages against the police officer, including compensatory, special, general, punitive or exemplary damages.

The City of Dunkirk shall at its option, either furnish a defense for the officer or assume his/her reasonable attorneys' fees and other reasonable costs of defense.

## **ARTICLE 6 – UNIFORM**

### **Section 6.01 - Uniform Allowance**

All police officers shall be entitled to an annual uniform allowance of One Thousand One-Hundred Dollars (\$1,100.00). Such allowance shall be granted in the form of a lump sum payment to be made in July of each year, vouchers to be submitted no later than June 30th of each year.

All police officers hired during the term of this Agreement shall receive a full year's uniform allowance in their first year of employment regardless of their date of hire. An officer who retires prior to July 1, of each year, shall also receive said payment.

### **Section 6.02 - Initial Uniform**

Upon provisional appointment, a police officer hired during the term of this Agreement shall receive the following items of clothing at City expense:

- |                               |   |
|-------------------------------|---|
| 1 - Necktie                   | 1 - Raincoat - reversible   |
| 1 - Short sleeve shirt        | 1 - Pair black service shoes - plain toe (or the equivalent toward a pair of shoes of the officer's choice--the officer to pay the difference in price) |
| 1 - Long sleeve shirt         | 1 - Pair rubbers  |
| 1 - Pair summer trousers      | 1 - Pair boots - overshoes  |
| 1 - Pair winter trousers      | 1 - Pair winter gloves  |
| 1 - Jacket - cloth or thermal | 1 - Arctic hat (depending on season when hired)   |
| 1 - Protective Vest           |   |

These items shall not necessarily constitute a new officer's complete uniform, but shall constitute the extent of clothing to be furnished by the City upon provisional appointment. The provisions of Section 6.01 and 6.03 shall also govern.

Should any police officer hired during the term of this Agreement not receive a permanent appointment, he/she shall return all of the above items of clothing to the City.

Effective January 1, 2002, the City will provide a bulletproof vest to each officer who regularly carries or wears such vest. Vests so provided must be worn when on duty and will be replaced after five (5) years of being issued. The vests are the property of the City and shall be returned to the City prior to Police Officer's termination of employment or replacement of the vest.

### **Section 6.03 - Deficient or Improper Uniform**

If a police officer reports for duty in a uniform which is determined by any commanding officer to be improper or deficient in any respect, then the commanding officer shall notify such officer of the deficiency and will allow the officer ten (10) days to correct the deficient or improper dress. The commanding officer shall record the circumstances and



enter a report which shall be placed in the police officer' s personnel file. A police officer so notified shall be suspended for one (1) day without pay if such officer reports for duty in a uniform previously determined to be improper or deficient and ten (10) days have elapsed since notification. The one (1) day suspension without pay shall be imposed by a commanding officer as soon thereafter as possible and as the platoon schedule permits.

It is further understood and agreed that a determination by a commanding officer in this regard is not a grievable matter pursuant to ARTICLE 20 and that Section 75 of the Civil Service Law is waived to the extent that it is otherwise applicable to such discipline.

Multiple notification of improper or deficient uniform appearance shall subject an officer to disciplinary action in accordance with Section 75 of the Civil Service Law.

#### **Section 6.04 - Replacement of Clothing and Personal Effects**

The CITY will provide reimbursement for repair or value, whichever is less, of clothing and personal effects, damaged or destroyed during the course and incident to the employment, provided loss is not caused by negligence of the police officer and provided further that proof of loss is submitted to the Chief as soon thereafter as practicable. A report of such loss must be made to the commanding officer during the tour of duty at which such loss is sustained. Personal effects shall include dentures, eyeglasses, wristwatches, etc., not covered by Workers' Compensation, but do not include finger rings.

## **ARTICLE 7 - WORK SCHEDULE**

### **Section 7.01 - Work Week**

The workweek shall begin at 11:01 p.m. on Sunday and end on 11:00 p.m. the following Sunday. It shall be forty (40) hours. The workday shall consist of eight (8) consecutive hours.

### **Section 7.02 - 48 Hours Off**

All police officers shall have forty-eight (48) consecutive hours off following their regular weekly tour of duty, excepting only when an emergency is declared by the Chief. An officer may request to split this period, but if such split affects the regular schedule, it shall be denied.

### **Section 7.03 - Permanent Shifts**

All police officers, except for Captains and the five (5) Detectives, will select a permanent shift. Selection of permanent shift platoons will be by seniority from senior lieutenant to junior lieutenant – one per shift, senior sergeant to junior sergeant – one per shift, senior desk sergeant to junior desk sergeant and senior police officers to junior police officers, with a total of seven (7) police officers working on each shift in addition to the above specified lieutenant and sergeant on each shift. The shifts shall be as follows: 11:00 to 7:00 – Platoon #1; 7:00 to 3:00 – Platoon #2; and 3:00 to 11:00 – Platoon #3. Shift selection shall occur once per year based on the officer's seniority. The shift selection period shall be from October 1st to October 15th, effective commencing January 1 of the next year.

Nothing herein shall limit the right of the Chief of Police to reassign a police officer/sergeant from one shift to another shift where the staffing level of the affected short shift is five (5) police officers/sergeants available for staffing of the shift. That reassignment shall be made in reverse order of seniority, that is, the least senior person shall be reassigned unless a voluntary replacement is found. Reassignment shall only apply where it is anticipated that the affected employee who is absent from the shift, bringing the number down to five (5) persons on that shift shall be incapacitated or otherwise unavailable for work for more than fourteen (14) days.

### **Section 7.04 - Scheduling**

Detectives are not to be counted as uniformed patrol when staffing for any shift is measured. In the event of an anticipated absence of three (3) days or more, the decision as to who will be assigned to uniform from the Detective Bureau will be decided by the Lieutenant in charge of the Bureau, upon forty-eight (48) hours notice from the Chief of Police or his designee and shall continue until a schedule change may be made which will allow the shift to be covered without causing overtime.

After 3:00 a.m., the level of staffing shall be determined by the shift supervisor, absent a unique or emergency situation for which prior orders have been issued. A police officer who is working overtime after 3:00 a.m., at the discretion of the shift supervisor, may be relieved from duty, thereby discontinuing any further overtime.

It is further agreed by and between the parties that uniform road patrol shall be fixed at four (4) Police Officers at all times, except in emergencies in which a situation causes the City to increase the number of Police Officers available.

An officer shall be permitted to take a day off if the schedule posted allows for a day to be taken off. Requests shall be given to the first requesting officer. If two or more officers make the same request for a day within twenty-four (24) hours, then preference shall be given by seniority. All requests shall be given to the shift supervisor, lieutenant, or sergeant.

The ASSOCIATION agrees that a Lieutenant or a Sergeant will not schedule their two (2) regular days off at the same time for the weekend shift unless prior approval is given by the Chief.

The Captain's shift shall normally be on the day shift except when it is necessary to change for the purpose of the performance of the job duties.

#### **Section 7.05 – Detective Bureau**

The Detective Bureau shall be deemed a separate unit within the Police Department, having its own duties which shall include, but not be limited to, responding to police calls and backing up uniformed patrol officers when possible. The Detective Bureau shall be under the command of the Lieutenant in charge of the Detectives, who shall report to the Chief of Police. The Lieutenant in charge of the Detectives shall not be pulled from an investigation, except by direct order of the Chief of Police. Nothing herein shall be construed to limit the authority of the Chief of Police as defined in the City of Dunkirk Charter and City of Dunkirk Code.

The Detective Bureau will consist of five (5) detectives. Manpower needs in the uniformed patrol will be filled by pulling a member or members from the Detective Bureau as needed at the direction of the Chief of Police. The decision as to who will be assigned to uniform from the Detective Bureau will be decided by the Lieutenant in charge of the Bureau.

Detectives will not attain any rank or seniority in the department except that afforded to them by their department seniority. Detectives shall not attain any rights to act in a supervisory capacity. Seniority in the Detective Bureau will be based on their department seniority as Police Officers.

#### **Section 7.06 – Desk Sergeant**

There shall be three (3) Desk Sergeants, one for each shift. All future shift selections to fill Desk Sergeant vacancies shall be based upon length of service of an employee with the City of Dunkirk Police Department.

## **ARTICLE 8 - HOLIDAYS**

### **Section 8.01 - Holidays**

The following shall be paid holidays:

New Year' s Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran' s Day
Good Friday	Thanksgiving Day
Easter Sunday	December 24
Memorial Day	Christmas Day
Independence Day	

If a police officer is required to work on any of the above holidays, he/she shall be given a compensatory day off. If a holiday is celebrated on a police officer' s normal day off or while on vacation, he/she shall be entitled to designate another day as his paid holiday.

In addition, if any officer actually works on any of the following holidays:

New Year' s Day	* Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	* Christmas Day
Labor Day	Easter Sunday

he/she shall be paid time and one-half for the time worked. Asterisk (\*) days will be paid at double time for time worked.

### **Section 8.02 - Holiday Pay**

Notwithstanding the provisions of Section 8.01 above, all officers shall receive a sum equal to the straight time daily rate for each of the fourteen (14) holidays, including Officer' s Birthday, for each officer during the term of this agreement. Said payments shall be prorated over a fifty-two (52) week period and added to, and included with, an officer' s weekly wages. This amount shall be added to the officer's base pay.

### **Section 8.03 - Officer' s Birthday**

In addition to the paid holidays provided in Section 8.01 above, all officers shall have their birthday off as a guaranteed day off paid holiday.

Officers working the 11-7 shift shall have the option to use their birthday holiday the night of their birthday or the night before.

## **ARTICLE 9 - VACATIONS**

### **Section 9.01 - Annual Vacations**

Police officers who complete the following periods of continuous service shall be entitled to annual paid vacations as follows:

<b><u>Completed Years of Continued Service</u></b>	<b><u>Vacation</u></b>
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
20 years	6 weeks

### **Section 9.02 - Vacation Pay and Accumulation**

Vacations are granted on a calendar year basis only. Vacations are non-cumulative and must be taken in the calendar year in which authorized, provided, however, that an officer may accumulate two (2) weeks of his/her vacation for the two years prior to his/her retirement. Vacation pay shall be computed at the regular full-time rate at the time the vacation is taken and no police officer shall be permitted to waive vacation for the purpose of receiving double pay.

Payment for vacation shall be made in advance of scheduled vacation if the request for payment is made seven (7) days prior to the actual date of the requested vacation period.

### **Section 9.03 - Vacation Scheduling**

Vacations will be selected on a seniority basis as follows:

Captain will select opposite the Chief and will not be considered part of the platoon.

Lieutenants will select first, then Sergeants, followed by patrolmen, in order of seniority. Each will pick vacations in one-week slots within their platoon. It is further agreed that there shall be no additional time period restrictions placed upon vacation selections, provided the vacation selection otherwise complies with this Section.

Detectives will select from within their platoon or office.

Officers will be allowed to elect to receive their last vacation selection as five (5) additional personal holidays. The five (5) additional personal holidays shall be subject to all contract provisions related to the use of personal holidays currently in effect. The Police Officer shall declare that he/she is going to use his/her last weeks vacation as personal holidays and shall do so at the same time as the last weeks vacation selection.

After vacations have been selected, a Police Officer will be entitled to change any selected week of vacation to any open vacation slot in the schedule.

Vacation selection for an upcoming year will commence no sooner than November 1st, and will be completed by November 15th.

**Section 9.04 - Cash Out of Vacation Time**

Upon an officer' s death, retirement, resignation or termination for any reason, all his unused vacation time shall be paid to the officer or his estate at the hourly rate then in effect. In the event of an officer' s death and/or retirement prior to the end of the calendar year, accrued vacation time for that year shall be pro-rated and paid to the date of death.

## **ARTICLE 10 - PAID LEAVE**

### **Section 10.01 - Personal Leave**

Each police officer shall be entitled to four (4) personal leave days per year. Personal leave shall be granted by the Chief or Lieutenants upon requests, regardless of overtime, not to exceed two (2) officers forced to cover the shift shortage. These days shall be granted, as long as it does not force one officer to work more than sixteen (16) hours in a 24-hour period. Personal leave shall be used only for the following purposes:

- Religious Observances
- Doctor or Dental Appointments
- Marriages or Births
- Legal or Personal Business

Personal leave days are non-cumulative and an officer must give the CITY twenty-four (24) hours advance notice, except in emergencies, of the planned use of personal leave. The CITY and the ASSOCIATION agree that an officer's personal leave should be permitted to be used when appropriately and timely requested. The CITY will make reasonable, good faith efforts to arrange schedules so the personal leave can be used. It is understood that this may require overtime; however, the CITY will not deny the use of overtime solely on that basis unless all other good-faith efforts to accommodate the use of personal leave have failed. Personal leave days shall be granted even if overtime is required for the officer's replacement as long as a replacement is found. Once a personal leave day is approved, and posted on the Duty Schedule, it shall not then be revoked.

Notwithstanding the foregoing, no personal leave days which would create overtime shall be taken in the month of December except for a documented emergency.

### **Section 10.02 - Bereavement Leave**

All police officers shall be granted leave with pay for five (5) days during bereavement of the death of an immediate member of the family. Immediate member of the family shall mean spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, brother-in-law, and sister-in-law.

### **Section 10.03 - Family Leave**

All police officers shall be permitted to use all or any earned or accumulated sick time, vacation time, personal leave time and compensatory time as family leave to provide family care and related services for the member's immediate family, which shall include spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, or most significant other, designated by the employee. It is mutually agreed and understood that the use of family leave shall be subject to approval of the Chief of Police, which approval shall not be unreasonably withheld. Family leave may be used for medical purposes, that is, for family medical care, subject to the approval by the Chief of Police on a day-to-day or portion thereof basis.

**Section 10.04 - Negotiators**

Five (5) members of the PBA designated as negotiators shall receive credit for negotiation time spent without loss of time or benefits and which will not be in violation of the minimum staffing requirement.



## **ARTICLE 11 - SICK LEAVE**

### **Section 11.01 - Sick Days**

All police officers shall be granted sick leave at the rate of one and one-quarter (1-1/4) days per month. That sick leave shall be cumulative. An officer shall be entitled to use all or any portion of his/her accumulated sick leave in any year while employed and it may be used only for the following reasons: personal illness, physical incapacity or bodily injury or disease. Any violation of this privilege shall be cause for disciplinary action. An officer unable to report for duty shall inform Police Headquarters of his/her illness.

### **Section 11.02 - Proof of Illness**

Proof of illness or incapacity must be furnished to the Chief for absences of more than three (3) consecutive days. For absences of three (3) days or less, the CITY will not normally require proof of illness, unless, in the judgment of the Chief, there is a question of unauthorized usage. Proof of illness shall include a doctor's certificate, a personal affidavit, or other reasonable verification.

### **Section 11.03 - Cash Out of Sick Leave**

Upon resignation, retirement or death, cash out of sick leave policy will operate on a five (5) and (10) year plan. After five (5) years of employment, the employee may cash out 50% of his/her accrued sick days up to 105 total days. After ten (10) years of employment, the employee may cash out 100% of his/her accrued sick days up to a 210 total for current employees. Upon an officer's death, all of his/her sick leave shall be cashed out and paid to the officer's estate or surviving spouse.

The officer may elect, after seventeen (17) years of service, to designate the payment of one (1) sick day per pay period for the length of three consecutive years. The officer may use the option herein only one time in their career. The total cash out cannot exceed the contract language for maximum days to cash out.

The cash value of each accumulated sick leave day shall be determined by the daily average earnings of the employee based on the pay schedule in effect at the time of his/her separation date.

### **Section 11.04 - Sick Leave Incentive**

Effective January 1, 1999, any Officer who does not use a sick day during a quarter of the calendar year, shall have the right to cash in one (1) personal leave day or one (1) sick day at the Officer's regular daily rate. A calendar year having four (4) quarters, making any Officer's cash in maximum of four (4) personal leave days or four (4) sick days for that calendar year, or any combination of personal and sick days totaling a maximum of four (4) days cashed in at the Officer's daily rate. If a Police Officer has perfect attendance in the year, he/she shall be granted one (1) day additional day to cash out as a bonus for perfect attendance.

## **ARTICLE 12 - RECALL**

### **Section 12.01 - Recall**

If a police officer is recalled to work after completing his regular tour of duty for that day or on his/her day off, he/she shall receive a minimum payment of two (2) hours pay at the rate of time and one-half, and if the officer is required to work in excess of two (2) hours, he/she shall receive payment at the rate of time and one-half for all hours actually worked.

### **Section 12.02 - Recall on Paid Holiday**

If an officer requests and is assigned a Paid Holiday, then such officer shall not be subject to recall unless by mutual agreement between the requesting officer and the Lieutenant or other officer in charge; provided, however, this section shall have no effect if a departmental emergency or state of emergency has been declared by the Mayor. A department emergency will not include overtime or forced overtime.

## **ARTICLE 13 - OVERTIME**

### **Section 13.01 - Overtime**

The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours. Employees shall be entitled to overtime compensation at the rate of one and one-half times their regular hourly rate when they perform work in excess of forty (40) hours in any one workweek, or eight (8) hours in any one workday. An employee who is scheduled or elects to change shifts will not be considered to have worked in excess of eight (8) hours in any one workday. Overtime payment shall occur upon working a minimum of fifteen minutes.

### **Section 13.02 - Equalization of Overtime**

Every reasonable effort shall be made to equalize overtime duty on a rotating basis. If a tour of duty needs an additional police officer, the officer in charge will attempt to secure a replacement from the off-duty schedule. If the officer in charge cannot secure an off-duty replacement, he/she may require a police officer to serve a double tour of duty.

## **ARTICLE 14 - COURT APPEARANCES**

### **Section 14.01 - Appearance Within City**

If a police officer, in the line of duty, is required to make a Court appearance or appear at a Motor Vehicle Hearing within the City of Dunkirk at any time other than his/her regularly scheduled working hours, he/she shall be allowed a choice of three (3) hours compensatory time, or two (2) hours pay at his/her regular hourly rate.

### **Section 14.02 - Appearance Outside City**

If a police officer, in the line of duty, is required to make a Court appearance at any Court outside the City at any time other than his/her regularly scheduled working hours, he/she will be paid a minimum of two (2) hours at time and one-half. If such court appearance exceeds two (2) hours, he/she shall be paid at his/her regular hourly rate for all hours actually requiring his/her appearance. A per diem meal allowance of Five Dollars (\$5.00) for lunch and Eight Dollars (\$8.00) for supper shall be granted for Court appearances, special assignments, training schools and seminars exceeding two (2) hours. If travel is by personal vehicle, he/she shall receive an amount not to exceed the amount which the City regularly allows as mileage. Meal and mileage allowance shall be paid upon submission and processing of a voucher therefor.

### **Section 14.03 - Verification**

All court appearance times shall be verified in writing by the officer in charge before compensation shall be granted.

### **Section 14.04 - Jury Duty**

Any Police Officer who receives a summons for jury duty shall notify the Chief of Police immediately. Any Officer who is required by the Court to attend for jury duty shall be deemed to have worked his shift and the Officer will be compensated for a full day's pay. With regard to City of Dunkirk jury service only, a Police Officer shall only be compensated for actual time spent in jury service at his appropriate hourly rate.

### **Section 14.05- Appearance 207-c Compensation**

No compensation shall be provided for court appearances while an officer is currently receiving 207-c compensation.

## **ARTICLE 15 - CONFERENCES - CONVENTIONS**

### **Section 15.01 - P.B.A. Functions**

Upon written request to the Chief and upon approval thereof by the Chief or his/her authorized designee, the Assistant Chief, a representative of the ASSOCIATION shall have the right to attend any Police Benevolent Association function without loss of time or pay.

### **Section 15.02 - Police Conference Functions**

Upon written request to the Chief and upon approval thereof by him or his/her authorized designee, the Assistant Chief, two (2) representatives shall have the right to attend the State Convention and the New York State Police Conference without loss of time or pay.

### **Section 15.03 - PBA Clubhouse**

As the PBA Clubhouse is also used for police department training, the City will pay the cost of half the utilities and the entire cost of water and sewer expenses for said property.

The City will continue such payments until it gives sixty (60) days written notice to the PBA stating that it no longer intends to continue to use the clubhouse facility for department training.

## **ARTICLE 16 - TRAINING**

### **Section 16.01 - Firearm Training**

All police officers shall be required to attend firearms (range), ordnance, and/or other departmental training, including classroom instruction by a qualified instructor at least six (6) times per year. When practicable, said training shall take place on a police officer's regularly scheduled workday. If an officer is scheduled for training on a day off, he/she shall be entitled to six (6) hours compensatory and two (2) hours overtime pay. Classroom instruction shall be the equivalent of a tour of duty. Range duty shall be scheduled and posted at least seven (7) days prior thereto.

In addition, every officer shall be provided each year six (6) range training days and four (4) classroom training days for a total of ten (10) days per year.

## **ARTICLE 17 - SHIFT DIFFERENTIAL**

### **Section 17.01**

A police officer whose scheduled tour of duty commences on or after 3:00 p.m. shall receive a shift differential at the rate of \$.75 per hour. A police officer whose scheduled tour of duty commences on or after 11:00 p.m., shall receive a shift differential at the rate of \$1.00 per hour.

Shift differential will be paid for each and every day of work, including personal days, vacation days, personal leave days and the first five (5) days of extended sick leave.

## **ARTICLE 18 - NEW POSITION CLASSIFICATION**

### **Section 18.01**

In the event the CITY establishes a new position classification not listed herein, the CITY will negotiate the terms and conditions of said position with the ASSOCIATION.

### **Section 18.02 - Position Classification/Appointments**

New position classification, appointments or vacancy appointments within the police department shall be posted in the police department for a period of at least ten (10) days listing the qualifications and criteria established for the position.

If an officer wishes to be considered for the position, the officer shall comply with the filing instructions. Appointment to the position shall be determined by seniority, personnel evaluations, response's of the officer, recommendations by past and present supervisors, training, skill, experience, ability and other qualifications of the applicant. If the Chief of Police feels that two or more applicants are equally qualified by the standards above, the applicant with greater seniority shall receive the appointment.

- a. A position for the purpose of this section shall mean an appointment to the Detective Bureau, Juvenile Officer, Firearms Training Officers, Computer Technician, Fire Investigations, Identification Officers, Desk Sergeants, Dare Officers, K-9 Officers, Accident Investigation Unit, Drug Enforcement Unit or newly created unit requiring specialized activity.
- b. Any officer who completes the filing and other procedures required to apply for the position who does not receive appointment to the position may request that the Chief of Police provide an explanation as to why the successful applicant was appointed. The Chief of Police shall provide said explanation within ten (10) days of the request.
- c. No officers shall be removed from a position without just cause. Such just cause must be summarized in a written statement, specifying the details, which justify removal. Officers may challenge such decisions pursuant to Article 20 of this agreement. If the officer's removal was due to position reclassification or position abolishment, no such just cause requirement shall apply and no written notice is required.
- d. If the police department abolishes a position or reclassifies a position due to funding or any other reason, it is agreed that if the position is reinstated within a four (4) year period, the officer last holding the position will be reinstated. With reinstatement, the officer would be entitled to the current compensation rate provided in Section 3.03 of this agreement, if that compensation is applicable to the position under the terms of this agreement.

## **ARTICLE 19 - RETIREMENT**

### **Section 19.01 - New York State Police Retirement System**

The CITY shall continue in full force and effect all retirement plans in effect as of January 1, 1975, which shall include, among other, Sections 384-d and 302(9)(d) of the Retirement and Social Security Law.

The CITY shall also continue Section 375-i, provided, that if the cost of retirement insurance increases as a result of Section 375-i, then such increases shall be borne by the individual members electing to participate in the plan provided thereby. It is further understood and agreed that should the State Comptroller or administrator of this plan be unable to segregate the individual costs for participants, or if contributions for the increased costs of this plan may not be borne by individual participants because of provisions of law or a ruling of the State Comptroller prohibiting employee contribution, then this provision relative to the continuation of Section 375-i shall become void and of no effect.

Effective January 1, 1994, the CITY shall make available to members of the ASSOCIATION the retirement plan described in Section 384-e of the Retirement and Social Security Law.

### **Section 19.02 - Cash Out of Accumulated Sick Leave Upon Retirement**

When a police officer intends to retire, he/she shall notify the Chief of his/her intent to do so.

Such officer's accumulated sick leave, not to exceed two hundred ten (210) days for current officers, may be converted to a cash payment upon retirement. An officer may elect, however, to use all or any of his/her accumulated sick leave, not to exceed two hundred ten (210) days for current officers, to pay for the premiums of extending the insurance coverage provided in Section 4.01 for himself/herself and his/her dependents. If the officer becomes deceased while said medical insurance benefits are being paid, the premiums shall continue to be paid for the officer's spouse and/or dependents, providing that this is allowable with the insurance carrier; but if it is not allowable, then the unexpended balance shall be paid within thirty (30) days, in cash, to said spouse and/or dependents. The value of each accumulated sick pay for the purpose of computing the period of extended coverage shall be determined by the daily average earnings of the retiring officer based exclusively on the salary schedule in effect at the time of retirement. An election to use accumulated sick days for the purpose of extending insurance coverage, receiving a cash payment, or some combination of these options, shall be in writing on a form provided by the Chief and shall be final.

If an officer has fifteen (15) or more years of seniority and if the cash payment option is elected, said cash payment shall be paid upon his/her retirement or as provided below at his/her sole option.

If an officer has less than fifteen (15) years of seniority, the cash payment shall be paid as follows:



Upon retirement	60 days
6 Months after retirement	50 days
12 Months after retirement	50 days
18 Months after retirement	50 days

provided, however, that if an officer does not have the full amount of said days at a particular payment date, the actual number of days shall be paid.

#### **Section 19.03 - Funeral Expenses**

The CITY shall provide a reimbursement payment for funeral and burial expenses not to exceed Four Thousand Dollars (\$4,000.00) to the family or estate of any police officer who is killed in the performance of duty or dies as a result of injuries sustained in the performance of duty. Injuries shall not be construed to include diseases associated with the heart or heart ailments whether or not such ailment or disease manifests itself during the course or performance of any police officer's duties.

#### **Section 19.04 - Cash Out of Compensatory Time**

Upon an officer's death, all of his/her compensatory time on the books shall be cashed out and paid to the officer's estate at his/her hourly rate then in effect. Should an officer retire, resign or otherwise be terminated for any reason, up to four hundred eighty (480) hours for current officers, of his/her compensatory time on the books shall be cashed out and paid to the officer at his/her hourly rate then in effect.

#### **Section 19.05 - Career Longevity**

After eighteen (18) years of service, an Officer may designate a one (1) year period to receive one (1) additional hour's pay per pay period for fifty-two (52) consecutive pay periods, which will be added to his/her weekly earnings. Career Longevity may be used only once during an Officer's career. An officer who qualifies for this payment may receive the longevity described in this section in a single payment upon thirty days prior written notification to the City.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **Section 20.01 - Definition**

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement shall not be considered grievances and therefore, shall not be subject to the grievance procedure established herein and not submissible to binding arbitration.

No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available state within ten (10) working days after the aggrieved party knew or should have known of the act and conditions on which the alleged grievance is based.

Any police officer having a grievance will discuss it with his/her immediate supervisor directly or through a representative of the ASSOCIATION, with a view of settling the matter informally.

If the grievance is not resolved informally, it may be reduced to writing and submitted to the Chief who shall render his decision within five (5) working days.

If the grievance is not resolved in five (5) working days, it shall be submitted to the Mayor for resolution. If the grievance is not resolved by the Mayor within ten (10) days thereafter, it shall be submitted to binding arbitration. The request for arbitration must be made in writing addressed to the Mayor no later than thirty (30) days after the Mayor has rendered his/her decision.

### **Section 20.02 - Arbitration**

An arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the New York State Public Employment Relations Board by either party.

The parties shall be bound by the rules and procedures of the New York State Public Employment Relations Board, and the decision of the arbitrator shall be binding on both parties.

The cost of the services of the arbitrator, including expenses, shall be borne equally by the CITY and the ASSOCIATION.

## **ARTICLE 21 - MANAGEMENT RIGHTS**

### **Section 21.01**

Except as expressly limited by the terms of the Agreement, all of the authority, rights and responsibilities possessed by the CITY are retained by it including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for the effective conduct of the CITY'S Police Department; to administer personnel policies including the examination, selection, recruitment, hiring, appraisal, retention, promotion of employees pursuant to law; to utilize the work force to the best advantage of the citizens of the community; to allocate or reallocate and to create or abolish existing positions in accordance with law and the provisions of this Agreement.

The CITY hereby agrees that the management rights herein contained or any other such term or word connotating management rights shall not be used so as to discriminate against or be unfair to any officer and shall not be used in a manner which will conflict with or violate any of the terms and provisions of this Agreement

## **ARTICLE 22 - CONFORMITY TO LAW**

### **Section 22.01**

If any provision of this Agreement is or shall be found at any time by a court of competent jurisdiction to be contrary to law, said provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event any provision of this Agreement is or shall be found contrary to law, all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 23 - SCOPE**

### **Section 23.01**

This Agreement is the entire Agreement between the CITY and the ASSOCIATION, terminates all prior contracts and agreements and understandings between the parties, and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislative action or any other means. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof, and no verbal statement or other Agreement shall supersede or vary provisions herein.

### **Section 23.02 - Affirmative Legislative Action**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

## **ARTICLE 24 - PRINTING OF AGREEMENT**

### **Section 24.01**

The CITY shall make arrangements for the printing of this Agreement and deliver copies to the ASSOCIATION for each police officer within thirty (30) days of its execution. The CITY shall also provide the ASSOCIATION with one (1) computer disk version (Microsoft Word) of the Agreement. The City agrees to provide each new officer a copy within one (1) week following his/her first day of work.

## **ARTICLE 25 - TERMS & MISCELLANEOUS**

### **Section 25.01 - Term**

This Agreement shall be effective as of the first day of January 1, 2005, and continue in full force and effect until December 31, 2007, and from year to year thereafter unless on or before August 1, prior to any expiration date, either party may give notice to the other to commence negotiations for the following year and in that event, the parties shall meet no later than fifteen (15) days after such notice. It is expressly understood that the wages and benefits will be paid retroactively to January 1, 2005.

### **Section 25.02 - Affirmative Action**

**"THE CITY OF DUNKIRK IS AN AFFIRMATIVE  
ACTION, EQUAL OPPORTUNITY EMPLOYER."**

### **Section 25.03 - Gender Neutral**

Whenever the word he or any other pronoun of masculine gender is used, it shall also include and imply the female gender.

## **ARTICLE 26 - HEROIC ACTION COMMITTEE**

### **Section 26.01**

The CITY and the ASSOCIATION agree to establish a three member committee, comprised of the Chief of the Police Department acting as Chairperson, a designate of the Union, and a citizen to be appointed by the Mayor, for purposes of reviewing heroic actions by members of the police force. This committee will receive written requests for consideration of an officer for heroic action, except that requests from an officer's relatives or himself shall not be accepted. The committee, following review of the written request and upon unanimous approval, shall forward a recommendation to the Mayor for consideration of issuance of a letter of commendation to the officer.

A valor pin/decoration may be purchased, at a cost not to exceed \$25.00, with such expense to be borne by the CITY, to be worn on the officer's uniform as recognition of his/her heroic action.

## **ARTICLE 27 - EXPOSURE TO COMMUNICABLE DISEASES**

### **Section 27.01**

An employee who contracts any communicable disease that prevents him from performing his assigned duties shall be classified as an on-duty injury, provided that it can be reasonably established on the basis of medical examination that said disease was contracted while on duty.

Each member, who through performance of his/her duty has been exposed to a hazard to health or physical well-being may make a request for physical examination related to the nature of the possible injury disability or illness, the cost of which will be borne by the CITY or any other insurance carrier that may be responsible. It is the intention of the parties to this contract to only include serious diseases such as AIDS, herpes, hepatitis, etc., and not to include such things as day-to-day infections, colds, and the flu.

## **ARTICLE 28 - LINE-UP PAY**

### **Section 28.01**

Each Officer shall report ten (10) minutes prior to assigned shift, and said time shall be part of the Officer' s scheduled working hours for compensation purposes. Payment shall occur for days actually worked.

## **ARTICLE 29 - EDUCATION**

### **Section 29.01 - Education and Training**

The CITY agrees to pay the tuition for education courses including technical training for members covered by this agreement, subject to approval by the Chief of Police, whether or not said training is mandated by state or federal law. The intention is to assist members in furthering their education while enhancing their ability on the job. Such assistance shall be limited to courses related to a member' s position which will further develop the performance of his/her duties; or a course which will assist a member to gain promotion and accreditation within his/her job classification as a City employee and assist in his/her abilities to better serve and protect the problem.

## **ARTICLE 30 - LABOR-MANAGEMENT COMMITTEE**

### **Section 30.01 - Labor-Management Committee**

The parties agree to the establishment of a Labor-Management Committee to provide a forum to discuss and attempt to resolve matters of mutual concern. Representatives of both parties shall convene at mutually agreed times if desired by either of the parties. The party requesting the meeting shall submit, within a minimum of one (1) week in advance of scheduled meeting, a written agenda to the appropriate representative. Members of the unit shall be compensated while in attendance.

### **Section 30.02 - Employee Assistance Program**

The Police Benevolent Association shall elect a representative(s) to participate in and further the development of the existing Employee Assistance Program. Members who participate shall be compensated while in attendance.

### **Section 30.03 - Right to File Grievance**

If an agreement is made between CITY representatives and ASSOCIATION representatives in the Labor-Management Committee, and that agreement is not implemented by the CITY, then the ASSOCIATION has the right to file a grievance under the terms of Article 20 of this Agreement.



## **ARTICLE 31 - COMPENSATORY TIME**

### **Section 31.01 - Compensatory Time**

The CITY agrees that an officer can use compensatory time earned under the provisions of this agreement for time off from scheduled duty. The Lieutenant or officer in charge is authorized to grant this time off.

### **Section 31.02 - Compensatory Time Provisions that are Subject to Recall Provisions**

If an officer requests, and is granted, a complete 8 hour shift off, known as an earned time (E.T.) day, and the officer is subsequently scheduled to work, then the time worked shall be subject to the provisions of Section 12.02 hereof.

### **Section 31.03 - Compensatory Time Used**

The amount of compensatory time used shall equal the amount of scheduled time off.

### **Section 31.04 - Overtime Creation Barred**

The ASSOCIATION agrees that the compensatory time under this Agreement shall not be used to create the use of overtime. The City shall allow the practice of an officer switching their shift or days with another officer. Requests for switching/covering shifts/days shall be placed in writing seven (7) days prior to the occurrence, to the shift Supervisor involved and the Captain/Chief. No switch shall be denied without justifiable cause. An officer is limited to four (4) switches per calendar year. If a switch is agreed upon and the shift is left uncovered, the Officer agreeing to cover the shift shall be responsible and a vacation day or personal leave day shall be automatically deducted.

## **ARTICLE 32 - STAFFING LEVELS**

### **Section 32.01**

During the term of this Agreement, the CITY agrees to maintain 33 or greater officer positions, including one (1) Captain, four (4) Lieutenants, and three (3) Road Sergeants in the Police Department.

## **ARTICLE 33 - CONTROLLED SUBSTANCE POLICY**

### **Section 33.01 - Purpose**

The City of Dunkirk has a strong commitment to providing a safe, healthy work environment for all employees, reducing the potential for accidents and injuries, and maintaining a high standard of job performance, attendance and quality at all of its facilities.

The purpose of this policy is to state the City of Dunkirk's philosophy with respect to the use/abuse of controlled substances and to define an approach to dealing with this significant issue at the workplace.

### **Section 33.02 - Policy Statement**

The City of Dunkirk does not condone substance abuse. It is the individual employee's responsibility to maintain a satisfactory performance level and to acknowledge any substance abuse related problem and seek assistance. It is also recognized that substance abuse is a treatable problem, and we will assist any employee by helping him understand the problem and correct it before it impairs performance and jeopardizes employment. The City of Dunkirk has an Employee Assistance Program available to all employees and family members to assist employees with substance abuse problems, as well as other personal problems which could affect performance.

### **Section 33.03 - Definitions**

<u>Alcohol or alcoholic beverage</u>	any beverage, or food, that may be legally sold and consumed and has an alcoholic content as defined by the State Liquor Authority.
<u>Drugs</u>	any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
<u>Prescribed Drug</u>	any substance prescribed for the individual by a licensed medical practitioner.
<u>Illegal Drug</u>	any drug or controlled substance, the sale or consumption of which is illegal.

### **Section 33.04 - Alcoholic Beverage**

No alcoholic beverage will be brought onto, sold, passed or consumed on City premises.

Bringing or being impaired by the consumption of alcoholic beverages while on the City premises or on working time will be cause for disciplinary action pursuant to Article 75.

This would also pertain to any time a member is operating a vehicle or equipment owned or leased by the City, whether or not the member is entitled to compensation from the City.

The member shall be permitted to consume alcoholic beverages in a city park except during any period the member is entitled to compensation from the City.

Alcohol may be brought on and stored on the City premises as part of the evidence in a criminal investigation, if necessary.

Authorized undercover investigations are exempt from this provision.

### **Section 33.05 - Prescription Drugs**

No prescription drugs shall be brought onto or consumed on City premises by an employee other than the employee for whom the drugs are prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

### **Section 33.06 - Illegal Drugs**

The use of illegal drugs or controlled substances or possession of same will be cause for disciplinary action under Article 75.

The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person or vice-versa is cause for discipline under Article 75.

### **Section 33.07 - Safety of Work Force, Work Rules, Blood and Urine Tests**

In order to insure the safety of all City employees, the following work rules and procedures will apply to the City.

The City reserves the right to request any employee to submit to urine tests for determining use of drugs and/or alcohol if it is believed there is just cause.

After an employee has been tested and confirmed positive, he may be required to submit to further blood and/or urine testing.

Random testing programs for drugs or alcohol is prohibited. If new legislation is enacted on the Federal or State level requiring such testing, this issue shall be addressed through further negotiations with the union on the methods of implementation of such legislation.

Any employee who is found to be improperly in possession of alcohol, or in possession of illegal drugs, or illegally in possession of prescription drugs on City property will be subject to disciplinary action under Article 75.

A medical file shall hold drug-testing information in a locked cabinet not in a personal file. The medical file shall be maintained by the testing physician or clinic that will be mutually agreed to by the City and the Union.

### **Section 33.08 - Employee Assistance Program (EAP)**

It is the City's practice to provide rehabilitation assistance to employees with substance abuse problems through the insurance plan for those employees enrolled. City employees also have the availability of an Employee Assistance Program. This program may be initiated by employee self-referrals or supervisor/management referrals.

Any employee who needs the support of such rehabilitation programs can do so voluntarily, in confidence, by contacting representatives of the Employee Assistance Program.

If an employee admits to substance abuse, the individual will be encouraged to voluntarily enter a rehabilitation program or a private counseling program with periodic re-evaluation by the employee's physician. The employee must demonstrate reasonable progress toward satisfactory performance, and the City expects that the employee will remain free of future substance abuse. These programs may be covered under the medical insurance programs or other insurance plans.

Referral to the Employee Assistance Program may be used as a substitute for appropriate disciplinary action, if agreed between the parties.

### **Section 33.09 - Confidentiality**

All testing results, referrals to an EAP or disciplinary action related to drug/alcohol use/abuse will be kept in strict confidence, as required by law. The unit chairman of the local union shall be notified of all testing results.

### **Section 33.10 - Just Cause Testing**

In cases in which an employee is acting in an abnormal manner (for example: irregular behavior, slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement or impaired judgement) and a supervisor has just cause to believe that the employee is under the influence of a controlled substance, the City may require the employee to go directly to the medical clinic to provide a urine specimen for laboratory testing. The supervisor must have received training in the signs of drug intoxication in a prescribed training program, which is endorsed by the City and the Union.

Just cause means suspicion based on specific personal observations that the City representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor must make a written statement of these observations within twenty-four (24) hours of the observed behavior. Just cause shall not be based solely on second-party observation and reports.

Nothing herein shall apply to drugs that are validly held or handled by a police officer pursuant to an ongoing criminal investigation.

## **ARTICLE 34 - PERSONNEL FILE**

### **Section 34.01**

Upon request and at reasonable intervals of time, an officer shall be permitted to examine his official department personnel file and be granted copies of items requested. An officer shall be entitled to submit a written answer to any derogatory material in his personnel file within two (2) weeks of the time the material is being placed in his file. Such material shall be signed and dated by the employee upon receipt.

Derogatory material(s), except for employee performance evaluations and formal disciplinary procedures, shall be removed from the employee's personnel file after a period of twelve (12) months provided there is no reoccurrence of an incident of a similar nature.

## **ARTICLE 35 - CONSOLIDATION OF SERVICES**

### **Section 35.01**

The City of Dunkirk and the Union hereby agree to include the professional police department employees of the City (through the Dunkirk PBA) in any discussion of any kind with regard to the consolidation, merger, accretion, subcontracting or any other change in the delivery or takeover of police related services by any other department or agency. Any such plan will include provisions for the continued job security and maintenance of the collective bargaining agreement in existence at the time of the consolidation, merger, accretion, subcontracting or any other change in the delivery or takeover of police related services of the police department employees of the City of Dunkirk.

## **ARTICLE 36 - PARKING**

### **Section 36.01**

Officers shall be able to park for free during their working hours.

## **ARTICLE 37 – MATERNITY/ADOPTION LEAVE**

### **Section 37.01**

1. An officer who is giving birth or adopting a child shall be allowed to use a portion of or all of their accumulated sick, vacation, earned time, personal holidays or personal leave days without restriction.
2. An officer may elect to take up to six (6) months unpaid leave of absence for the purpose of maternity leave or adoption of a child with sufficient notice given to the Chief of Police.
3. If an officer elects to take an unpaid leave of absence, the time off will not alter their seniority with the Dunkirk Police Department.

## **ARTICLE 38 – SCHOOL RESOURCE OFFICER**

### **Section 38.01**

1. The City agrees to fill the officer position vacated due to the appointment to the School Resource Officer (hereinafter "SRO").
2. The ASSOCIATION agrees to freeze the wages of the new hire at 75% for one year or until the exhaustion of the funding of the SRO by the Dunkirk Public School. Should the grant no longer be available to appoint an SRO, the police officer last hired may be laid off unless another Police Officer position is available for permanent appointment. The City will continue to comply with the staffing requirements as set forth in the contract herein. The addition of the new officer position in no way affects the staffing requirements of this Agreement. (As agreed to in 07/30/04 Memorandum of Agreement).
3. The SRO shall not be counted toward minimum staffing levels for road patrol.
4. The SRO's work hours and shifts shall be determined by the Dunkirk Public Schools.
5. The SRO will schedule any extra time off around the school schedule (excluding bereavement, sick days or personal leave days) without any restrictions, unless the officer requests consideration for the use of a holiday during school session and the school approves said request.
6. When school is no longer in session, the SRO shall be allowed to select their primary shift assignment.
7. SRO beginning their shift on or after 12:00 p.m., will be paid a 3-11 shift differential.

## **ARTICLE 39 – SIGNING BONUS**

### **Section 39.01**

1. All members shall receive a \$300.00 Signing Bonus payable by July 30, 2005.



ANY DEVIATION FROM THE LANGUAGE IN THIS POLICY  
SHALL BE A NEGOTIATED ITEM.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31<sup>st</sup> day of March, 2008.

CITY OF DUNKIRK

By 

Richard L. Frey, Mayor

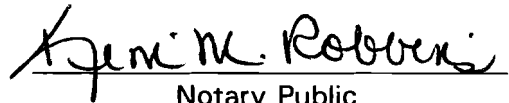
CITY OF DUNKIRK  
POLICE BENEVOLENT  
ASSOCIATION

By 

Terrence Gibbons, President

STATE OF NEW YORK       )  
COUNTY OF CHAUTAUQUA) ss.:  
CITY OF DUNKIRK       )

On this 31<sup>st</sup> day of March, 2008, before me personally came RICHARD L. FREY, who, being by me duly sworn, did depose and say that he resides in the City of Dunkirk, New York; that he is the Mayor of the City of Dunkirk, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said City, and that he signed his name thereto by like order.



Notary Public

KIM M. ROBBINS #01RO5060886

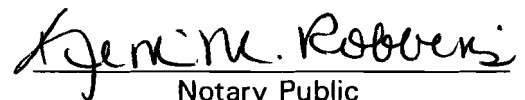
Notary Public, State of New York

Qualified in Chautauqua County

My Commission Expires May 28, 2010

STATE OF NEW YORK       )  
COUNTY OF CHAUTAUQUA) ss.:  
CITY OF DUNKIRK       )

On this 31<sup>st</sup> day of March, 2008, before me personally came Terrence Gibbons, to me known, who being by me duly sworn, did depose and say that he resides in Dunkirk, New York; that he is the President of the Dunkirk Police Benevolent Association, the Corporation described in and which executed the above instrument; that the corporation has no seal and that he signed his name by order of the Board of Directors of said corporation.



Notary Public

KIM M. ROBBINS #01RO5060886

Notary Public, State of New York

Qualified in Chautauqua County

My Commission Expires May 28, 2010

**APPENDIX A  
BASIC PAY SCHEDULE**

	<b>PATROLMAN</b>	<b>DESK SERGEANT/ DETECTIVE</b>	<b>SERGEANT</b>	<b>LIEUTENANT</b>	<b>CAPTAIN</b>
<b><u>JANUARY 1, 2008</u></b>					
2007 BASE PAY	\$60,240.35	\$60,905.02	\$62,913.56	\$65,586.79	\$68,928.31
3.0% INC. 1/1/08	1,807.21	1,827.15	1,887.41	1,967.60	2,067.85
2008 BASE PAY	62,047.56	62,732.17	64,800.97	67,554.39	70,996.16
LONGEVITY	750.00	750.00	750.00	750.00	750.00
	62,797.56	63,482.17	65,550.97	68,304.39	71,746.16
TECH	675.00	675.00	675.00	675.00	675.00
2008 BASE PAY W/LONGEVITY AND TECH	<b>\$63,472.56</b>	<b>\$64,157.17</b>	<b>\$66,225.97</b>	<b>\$68,979.39</b>	<b>\$72,421.16</b>
<b><u>JANUARY 1, 2009</u></b>					
2008 BASE PAY	\$62,797.56	\$63,482.17	\$65,550.97	\$68,304.39	\$71,746.16
3.0% INC. 1/1/09	1,883.93	1,904.47	1,966.53	2,049.13	2,152.38
2009 BASE PAY	64,681.49	65,386.64	67,517.50	70,353.53	73,898.54
LONGEVITY	800.00	800.00	800.00	800.00	800.00
	65,481.49	66,186.64	68,317.50	71,153.53	74,698.54
TECH	675.00	675.00	675.00	675.00	675.00
2009 BASE PAY W/LONGEVITY AND TECH PAY	<b>\$66,156.49</b>	<b>\$66,861.64</b>	<b>\$68,992.50</b>	<b>\$71,828.53</b>	<b>\$75,373.54</b>
<b><u>JANUARY 1, 2010</u></b>					
2009 BASE PAY	\$65,481.49	\$66,186.64	\$68,317.50	\$71,153.53	\$74,698.54
3.0% INC. 1/1/10	1,964.44	1,985.60	2,049.52	2,134.61	2,240.96
2010 BASE PAY	67,445.93	68,172.23	70,367.02	73,288.13	76,939.50
LONGEVITY	850.00	850.00	850.00	850.00	850.00
	68,295.93	69,022.23	71,217.02	74,138.13	77,789.50
TECH	675.00	675.00	675.00	675.00	675.00
2010 BASE PAY W/LONGEVITY AND TECH	<b>\$68,970.93</b>	<b>\$69,697.23</b>	<b>\$71,892.02</b>	<b>\$74,813.13</b>	<b>\$78,464.50</b>
<b><u>JANUARY 1, 2011</u></b>					
2010 BASE PAY	\$68,295.93	\$69,022.23	\$71,217.02	74,138.13	77,789.50
3.0% INC. 1/1/11	2,048.88	2,070.67	2,136.51	2,224.14	2,333.69
2011 BASE PAY	70,344.81	71,092.90	73,353.53	76,362.28	80,123.19
LONGEVITY	850.00	850.00	850.00	850.00	850.00
	71,194.81	71,942.90	74,203.53	77,212.28	80,973.19
TECH	675.00	675.00	675.00	675.00	675.00
2011 BASE PAY W/LONGEVITY AND TECH	<b>\$71,869.81</b>	<b>\$72,617.90</b>	<b>\$74,878.53</b>	<b>\$77,887.28</b>	<b>\$81,648.19</b>

## **HISTORICAL ADDENDUM**

**January 1, 2004 through December 31, 2004**

### **Section 3.01 - Salary Levels for New Police Officers**

It is the intent of the parties to this Agreement to continue to require all newly hired police officers to complete three (3) full years of service as police officers prior to receiving the maximum pay rate for the position under any contract in effect at any given time. All officers hired during the term of this Agreement shall be in one of four (4) steps as specified below. As an officer proceeds through these steps, he/she shall receive the percentage of the maximum salary specified below for their step for the year in question.

<b>STEP</b>	<b>Percentage of Maximum Salary as per contract in force at that time</b>
Date of probationary appointment until permanent appointment	85%
Date of permanent appointment until end of 24 months of service	90%
End of 24th month of service to end of 36 months of service	95%
After 36 months of service	100%

### **Section 3.02 - Salary Levels for Current Police Officers**

All police officers hired prior to the effective date of the Agreement shall be paid pursuant to and consistent with the wage schedule set forth in Appendix A.

There shall be a 3.0% wage increase effective January 1, 2008, January 1, 2009, January 1, 2010 and January 1, 2011.

All wages and benefits are retroactive as specified.

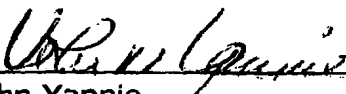
EXHIBIT A

**AGREEMENT**

The City of Dunkirk and the Dunkirk PBA in full settlement of the Grievance dated November 11, 2003, do hereby agree to the following:

1. All future shift selections to fill Desk Sergeant vacancies shall be based upon length of service of an employee with the City of Dunkirk Police Department.
2. This Agreement shall not affect any current Desk Sergeant shift selections. However, if a current Officer elects to change shifts, any selection of another shift shall be based upon length of service of an employee with the City of Dunkirk Police Department.
3. The Desk Sergeant grievance is hereby withdrawn.

Date: May 11, 2004

  
John Yannie  
City of Dunkirk Chief of Police

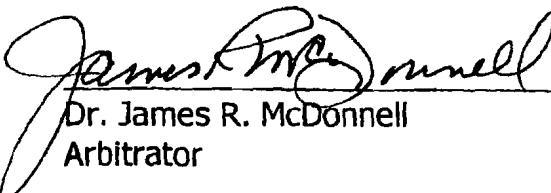
Date: May 11, 2004

  
Steven Zentz  
President, Dunkirk PBA

**CONSENT AWARD**

Having been duly appointed pursuant to the PERB Rules as Arbitrator in the above matter, I do hereby make as my Consent Award the terms set forth above, agreed to by and between the parties.

Date: May 11, 2004

  
Dr. James R. McDonnell  
Arbitrator

**EXHIBIT B**

**BLUE CROSS/BLOCK SHIELD PPO 813 HEALTH CARE SUMMARY**

## City of Dunkirk Summary of Benefits

Traditional Blue PPO 813	In-Network	Out-of-Network
<b>Medical Services</b>		
Office visits	\$15	20% after deductible
Routine physicals	\$15	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% after deductible
Diagnostic x-rays, including mammogram screening and MRI	Covered in full	20% after deductible
Laboratory testing	Covered in full	20% after deductible
Chiropractic care	\$15	20% after deductible
Specialist visits	\$15	20% after deductible
<b>Women's Services</b>		
Maternity care (prenatal & post-natal care)	Covered in full after \$15 for initial visit	20% after deductible
Gynecological office visits	Covered in full	20% after deductible
Routine pap smears	Covered in full	20% after deductible
<b>Hospital Care</b>		
Inpatient stay semi private room - OON limited to 365 days	Covered in full	20% after deductible
Outpatient surgery facility	\$15	20% after deductible
Chemotherapy, radiation therapy, inhalation therapy	\$15	20% after deductible
Cardiac rehabilitation (24 visits per 12 weeks of acute episode)	\$15	20% after deductible
Occupational, speech, physical therapy (60 aggregate visits)	\$15	20% after deductible
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50
<b>Mental Health Care</b>		
Inpatient (30 days per member per calendar year)	Covered in full	20% after deductible
Outpatient (20 visits per member per year)	\$15	20% after deductible
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (37 days per calendar year)	Covered in full	20% after deductible
Outpatient (60 visits per member per calendar year)	\$15	20% after deductible
<b>Other Services</b>		
Diabetic supplies and equipment	\$15	20% after deductible
Durable medical equipment (no limit)	Covered in full	50% after deductible
Home health care -unlimited visits per calendar year	Covered in full	20% after deductible
Hospice (unlimited days)	Covered in full	20% after deductible
Prosthetic devices	Covered in full	Not covered
Skilled nursing facility non-custodial (120 days per year)	\$35	20% after deductible
Urgent Care Center		\$35
<b>Prescription Drugs</b>		
Pharmacy costs (up to a 30 day supply)	\$7/\$15/\$35	Not covered
Mail order costs (1 copay for a 90 day supply)	\$7/\$15/\$35	Not covered
<b>Vision Care</b>		
Routine vision exam every 2 years, every year for children age 14 or younger with a refractive error.	\$15	Not covered
<b>Dependent Coverage</b>		
Dependent/Student coverage to age	19/25	19/25
	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	None	\$500/\$1,000
Coinsurance	None	20%
Out-of-pocket maximum	None	\$2,500/\$5,000
Annual maximum	None	None
Lifetime maximum - Combined In & Out of Network per contract		Unlimited

This is a summary of covered benefits and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

**EXHIBIT C**

**MEMORANDM OF AGREEMENT**

## MEMORANDUM OF AGREEMENT

The City of Dunkirk and the Dunkirk Police Benevolent Association do hereby agree as follows:

1. The term of the Collective Bargaining Agreement shall be four (4) years from January 1, 2008 to December 31, 2011.
2. Sections 11.03 and 19.02 shall be amended to provide that all employees shall be permitted to cash out Two Hundred Ten (210) accrued sick days.
3. Section 19.04 shall be amended to provide that all employees will be permitted to cash out Four Hundred Eighty (480) hours of compensatory time.
4. Section 9.03 (b) shall read as follows: Officers will be allowed to elect to receive their last vacation selection as five (5) additional personal holidays. The five (5) additional personal holidays shall be subject to all contract provisions related to the use of personal holidays currently in effect. The Police Officer shall declare that he/she is going to use his/her last weeks vacation as personal holidays and shall do so at the same time as the last weeks vacation selection.
5. Section 3.03 shall be amended as follows: Technicians Pay effective January 1, 2008 shall be \$675.00 paid to the Officers set forth in Section 3.03. Section 3.03 shall also be amended to add Narcotics Task Force Officers and SWAT team members.
6. Health Insurance shall be as agreed to by the parties as reflected in Exhibit A attached hereto and incorporated herein.
7. Section 11.04 shall be amended to provide that if a Police Officer has perfect attendance in the year, he/she shall be granted one (1) day additional day to cash out as a bonus



for perfect attendance.

8. Section 4.01 Health Insurance shall be amended as follows: All members hired after ratification by both parties will pay the following percentage of premium costs paid by the City of Dunkirk:

- a. First year of employment - 5%
- b. Second year of employment - 7.5%
- c. Third year of employment - 10%
- d. Fourth year of employment - 12%
- e. Fifth year of employment - 15%

After the fifth year of employment, the Police Officers covered by this provision shall be entitled to the same benefits as the other Police Officers.

9. Section 3.05 - Longevity increments shall be amended to provide as follows:

- a. Effective January 1, 2008 - Additional \$750.00
- b. Effective January 1, 2009 - Additional \$800.00
- c. Effective January 1, 2010 - Additional \$850.00
- d. Effective January 1, 2011 - Additional \$850.00

10. Section 3.02 - Salary Levels shall be amended as follows:

- a. There shall be a 3% wage increase effective January 1, 2008 to December 31, 2008.
- b. There shall be a 3% wage increase effective January 1, 2009 to December 31, 2009.
- c. There shall be a 3% wage increase effective January 1, 2010 to December 31, 2010.
- d. There shall be a 3% wage increase effective January 1, 2011 to December 31,

All wages and benefits are retroactive to January 1, 2008.

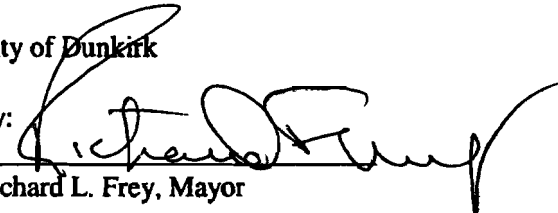
11. All other terms in the Collective Bargaining Agreement not amended above shall remain in full force and effect.

12. This Agreement is subject to the ratification of the members of the Dunkirk Police Benevolent Association and legislative approval of the City of Dunkirk Common Council.

Dated: February 4, 2008

City of Dunkirk

By:

  
Richard L. Frey, Mayor

Dated: February 4, 2008

City of Dunkirk Police Benevolent Assoc.

By:

  
Terrence Gibbons, President

**RESOLUTION #26-2008**  
**FEBRUARY 19, 2008**

**By: COUNCILMAN DOLCE, COUNCILMAN MULDOWNNEY AND COUNCILMAN GEORGE**

**RATIFICATION OF AGREEMENT BETWEEN THE  
CITY OF DUNKIRK AND THE DUNKIRK POLICE BENEVOLENT ASSOCIATION FOR  
JANUARY 1, 2008 TO DECEMBER 31, 2011**

**WHEREAS**, the City of Dunkirk and the Dunkirk Police Benevolent Association ("PBA") have been involved in labor negotiations to reach an agreement on a new Collective Bargaining Agreement to replace the previous Collective Bargaining Agreement between the parties which expired on December 31, 2007; and

**WHEREAS**, after negotiations, the City and the PBA have signed a Memorandum of Agreement regarding said proposed contract; and

**WHEREAS**, the Civil Service Law requires that this Common Council review and vote upon the issue of ratification of the proposed Collective Bargaining Agreement, now, therefore, be it

**RESOLVED**, that the Dunkirk Common Council hereby ratifies and approves said Collective Bargaining Agreement and directs the Mayor to execute said agreement between the PBA, on behalf of the City of Dunkirk for the years 2008, 2009, 2010 and 2011.

Carried. Councilmen Dolce, Muldowney, George and Muscato voting aye; Councilwoman Floramo voting naye.